Ted Smith Floor Products,Inc. **117 Morgan Drive** **Sinking Spring,PA 19608**

Customer: Hugh Quigley
Address: 1375 Pershing Blvd.(Apt # 306)
Reading,Pa. 19607

Home # 610-777-0196
Work #
Salesman # Kathleen # 86

Jobsite Address:
(if different than above)

Contract # 276180
KW

Kitchen & Cork Backsplash

Dear Hugh Quigley

We hereby submit our quotation to perform the following:

Installer to remove baseboards plus refridgerator in Kitchen.Installer to remove and dispose of existing cork on Backsplash and 2 layers of vinyl plus 2 layers of particle board in Kitchen.
Installer to skim coat existing gypsum concrete with Ardex SDP in Kitchen.
Furnish and install K Teck / Kt002-12 Iceburg Blue over existing gypsum concrete EXISTING in Kitchen plus Cork / 36 on Backsplash side wall. AND RE-INSTALL BASEBoard

**** Stove was not in at time of estimate**

****New floor will not reach the same height as old, customer will need paint at top of baseboards on walls plus door casing may need to be replaced by contractor.**

**** Any additional work needed to be done that is found after removal will be billed as T& M.**

Total Job Bid:	**$ 1,496.97**		
50% Deposit due at signing	**$** $700.00 VISA	**MBA**	**2**
Balance due at completion	**$ 1,496.97** $796.97		

****Note- Our technicians are NOT permitted to perform any work involving water, gas, plumbing, electrical utilities, trimming of doors, or removal and reinstalling of baseboards. However, we will be happy to assist you in making those arrangements.
THE CONTRACTOR WILL THEN BILL YOU DIRECTLY.

☐ Ted Smith to arrange a contractor to do the following: ____________________

XXXXXX **Any doors that need to be trimmed will be taken care of by an Outside Contractor**

XXXXXX **Any additional work our mechanics are asked to do at the time of installation, not addressed in this agreement, will be billed at our current time and material rates.**

Please sign and return one copy with the **50% deposit**. The balance is due upon completion.
Please Note: See Customer Responsibility Agreement for Special Services to be provided.

****THIS ESTIMATE IS GOOD FOR 30 DAYS****
****ALL AREAS TO HAVE WORK PERFORMED MUST BE AT LEAST 70 DEGREES****

Accepted By: Hugh M. Quigley

Date: 6/14/06

6/12/2006 **Value to Stand On** **(610)-796-2800**

Job Description

Customer Name:	Hugh Quigley	Home phone	610-777-0196
Address:	1375 Pershing Blvd.(Apt # 306) Reading,Pa. 19607	work #	
		Contract #	276180
Jobsite:			

Job Description:

To remove-

Installer to remove baseboards plus refridgerator in Kitchen.Installer to remove and dispose of existing cork on Backsplash and 2 layers of vinyl plus 2 layers of particle board in Kitchen.

For prep-

As needed to ensure a quality installation.

To install -

Installer to skim coat existing gypsum concrete with Ardex SDP in Kitchen.
Furnish and install K Teck / Kt002-12 Iceburg Blue over existing gypsum concrete in Kitchen plus Cork / 36 on Backsplash side wall.

**** Stove was not in at time of estimate**

****New floor will not reach the same height as old, customer will need paint at top of baseboards on walls plus door casing may need to be replaced by contractor.**

**** Any additional work needed to be done that is found after removal will be billed as T& M.**

Finalize: Review job with customer and give any specific instructions.

Remove trash
Clean up
Caulk

Total Balance due at installation	$	**1,496.97**

Ted Smith Floor Products, Inc. **Value To Stand On**

Customer Protection and Responsibility Sheet

Customer: Hugh Quigley
Contract # 276180

Customer Protection

Contract # 276180

	F=Fair G=Good	Kitchen	Backsplas	Room	Room	Room	Room
Paint		G	G				
Walls		G	G				
Trim		G	G				
Other							
Other							
Other							

Special Notes:

No stove at time of estimate

Customer Responsibility

All items below are the responsibility of the Customer or Installer as indicated.
C=Customer's Responsibility,**I**=Installer responsibility,**OC**= Outside Contractor (Paid separately)

		Kitchen	Backsplas	Room	Room	Room	Room
Removal	Existing floor	I	I				
Disposal	Existing floor	I	I				
Move	Furniture	NO	NO				
Disconnect	Stove	NONE	NO				
Move	Stove	NONE	NO				
Reconnect	Stove	NONE	NO				
Disconnect	Refrigerator	I	NO				
Move	Refrigerator	I	NO				
Reconnect	Refrigerator	I	NO				
Disconnect	Ice Maker	NO	NO				
Reconnect	Ice Maker	NO	NO				
Disconnect	Dishwasher	NO	NO				
Move	Dishwasher	NO	NO				
Reconnect	Dishwasher	NO	NO				
Disconnect	Washer	NO	NO				
Move	Washer	NO	NO				
Reconnect	Washer	NO	NO				
Disconnect	Dryer	NO	NO				
Move	Dryer	NO	NO				
Reconnect	Dryer	NO	NO				
Disconnect	Toilet	NO	NO				
Reconnect	Toilet	NO	NO				

Maintenance of New Floor has been Reviewed: Yes

Note: Failure of Customer to provide above as agreed will result in extra charges and/or rescheduling of job.

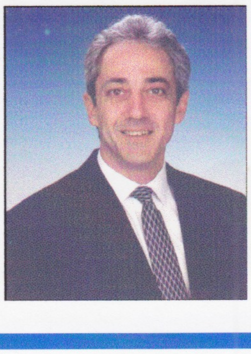
Customer's Acceptance: Hugh M. Quigley

HUMMINGBIRD HILL - INFO

Hummingbird Hill Condominiums

1375 Pershing Blvd
Unit 306

$90500.00



Mike McDermott
COLDWELL BANKER LANDIS HOMESALES SERVICES
Office: 610-372-3200
Home: 610-223-5086
Fax: 610-288-0597
mjmam@aol.com

MAKING
REAL ESTATE
REAL EASY.®

COLDWELL BANKER

SOUTHERN FACING VIEW FROM BALCONY

ENTRYWAY

BEDROOM 2

BEDROOM 1

MAKING
REAL ESTATE
REAL EASY.®

COLDWELL BANKER

Mike McDermott

COLDWELL BANKER
LANDIS HOMESALES

610-372-3200
610-223-5086

mjmam@aol.com

TReND

1 Total Properties

Courtesy Of : Mike McDermott (610) 372-3200
Coldwell Banker Landis Homesale-Wyomissing (610) 372-3200

1375 Pershing Blvd 306, Reading, PA RES ACT $90,500

1375
Hummingbird
Hill

MLS #	4660173 m	**Bed Bath**	2 2/0
MLS Area	10201 Reading	**Ownership**	Condo-FeeSim
		Type	Unit/Flat
County	Berks County	**Design**	HiRise5+sto
Zip Code	19607-1460	**Style**	OtherStyle
Tax ID #	18-5306-53-03-6926-C30		
Subdiv/Nei	Hummingbird Hill	**Bsmt**	N
School Dist	Reading	**Approx Age**	30
- High	Reading	**Int Sq Ft**	1,521/ A
- Middle		**Unit Floor#**	1 **C/A** Y
- Elem		**Internet**	Y / Y

Directions

Kenhorst Blvd. to Pershing Blvd. to condo on the right.

Cross Street	Kenhorst	**Map Grid**	7415A7

Room Dimensions

LR/GR	27 X 12 M	**Main BR**	17 X 11 M	**Laundry**	4 X 3 M
Dining	15 X 12 M	**2nd BR**	14 X 11 M		
Kitchen	12 X 12 M	**3rd BR**			
Family		**4th BR**			
Inclusions					
Exclusions					

Other Info.

Total Rms 5			
Bath Full	2 M	U	L
Bath Part	M	U	L
Model			
Builder			

Tax Information

RE Taxes/Yr	$2,807 / 2005
Assessment	75900

Association Info

Condo/HOA	Y / N
Asso Fee/Freq	$294 / M

Lot Information

Acr/SqFt	0 / 0	**Land Use**	151 **Zoning** Res
Lot Dim	irregular	**Water Front**	N

Features

Utilities: GasHeat, HotAirHeat, OtherHotWtr, CentralAir, PublicWater, PublicSewer, 100-150AmpEl

Parking: NoGarage, ParkingLot **Exterior:** Sidewalks, StreetLights, ExteriorLght, BrickExt, ConcreteFoun, FlatRoof, Balcony, NoPool

Bsmt: NoBasement **Interior:** NonUseAttic, NoFireplace, W/WCarpeting, TileFl, SecuritySys, CableTVWired, Elevator, FulBathMnBed, Foyer/VestEn, MoblImprMods, MainFlrLndry **Kit:** EatInKitchen, GasCooking, BuiltInDishW, Disposal

Assn Inc: ComAreaMaint, ExtBldgMaint, LawnMaint, SnowRemoval, TrashRemoval, HeatFee, WaterFee, HotWtrFee, CookGasFee, ParkFee, HealthClub, ManagemtFee, Security **Finance:** ConventnalFi, FHA, VA **Cond:** Average+

Remarks

Public: This 3rd Floor 2BR 2 Bath Model has two Balconies facing NorthEast; the Entrance side of the building. One balcony off DR the other off MBr. Master Bath has tub and tile. Main Bath features Stall Shower and tile. This Particular Model is in very nice condition and includes all appliances. Fee includes Heat, Water and Sewer, Trash and Cooking Fuel. Sorry, No Pets Permitted at Hummingbird Hill Settlement to be MAY 1, 2006

Brokerage Information

Coldwell Banker Landis Homesale-Wyomissing	CBLHS-W	(610) 372-3200 x3712	**SBr**	3%	**OPr**	$90,500
ListAgent Mike McDermott	220152	(610) 372-3200	**BBr**	3%	**LDt**	1/17/2006
CoListAg	**Office Phone**	(888) 354-7253	**TBr**		**XDt**	6/30/2006

Show: To show call showing center @ 1-866-746-9464
Show: CallToShow, ComboLockBox **Poss:** 90+Days
Lockbox attached to tree on right in the first entryway

Agmt	ER				
Sign	N	**DVB**	N	**OMD**	
BkInt	N	**LBon**		**LMD**	01/26/2006
Photo	N	**PrExc**	N	**DOM**	21

Owner Miller Joseph A Trust **Disclosure**

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Printed: Mon Feb 6 14:56:14 EST 2006

Hummingbird Hill

CONDOMINIUM HOMES

INFORMATION ABOUT HUMMINGBIRD HILL CONDOMINIUMS:

- *Hummingbird Hill Condominium was built in 1973.*
- *It has nine floors with a garage lobby that exits into the parking garage, which has 50 spaces.*
- *There are storage areas located at different locations.*
- *There are 83 units in the building, which includes the Manager's. residents.*
- *Each floor has a trash closet if you are unable to get to the dumpsters located in the garage.*
- *You can have the daily newspaper delivered right to you door.*
- *There is a Social Room available for parties, meetings, etc. that is equipped with a kitchen for your convenience.*
- *There is a small recreation room with a pool table, exercise bikes, tread-mill, rowing machine and step master.*
- *Each condominium has at least 1 balcony with storage, AC and heating unit.*
- *There is an outside patio area where you can socialize with your neighbors.*
- *The grounds and building are always immaculately kept.*
- *There is a lending library with books and videos in the Social Room.*
- *Hollywood Dry Cleaners come twice a week for your convenience.*
- *A newsletter is sent out occasionally to keep you informed.*
- *A monthly condo fee is charged to maintain the building.*
- *Water, Hot Water, Sewer, Trash and Gas are supplied.*
- *Certain Drug Stores deliver right to the building.*
- *Most units have an extra storage locker.*

SORRY: NO PETS ARE PERMITTED

RESIDENT INFORMATION
Things you should know about your residence......

Hummingbird Hill
CONDOMINIUM HOMES

Your Home in a High-rise.

This is not an apartment complex where you have a Maintenance Man, a Plumber or a Electrician on call. Please read the "RULES AND CODE OF REGULATIONS" so that you will be familiar with your responsibilities. Anything inside your condo is your responsibility, along with the maintenance of your patio. If it is outside your walls it may be the Condominium's responsibility depending on the circumstance. You would have to check the RULES AND REGULATIONS to be sure.

1. Hummingbird Hill is run by a Manager and a Council consisting of:
    a. *President - Jim Taylor - Unit 308 - (610) 796-8087*
    b. *V.President - David Martin - Unit 802 - (610) 796-8087*
    c. *Treasurer - Bob Dunham - Unit 109 - (610) 777-2593*
    d. *Secretary - Shirley Kaupp - Unit 201 - (610) 7964851*
    e. *Member - Fred Nordstrom - Unit 403 - (610) 796-9466*
    f. *Manager - Nancy Zocco - Unit D-4 - (610) 775-1177*
    ** Manager's Residence (610) 775-9223 EMERGENCIES ONLY!*

2. There is Council Meeting frequently held and an Annual Owners Meeting held once a year in September.

3. Hummingbird Hill was built in 1973.

4. There are 83 Units in Hummingbird Hill, 1 Social Room, 1 Recreation Room, 1 Indoor Garage consisting of 50 spaces And Manager's condo.

5. The Social Room is located on the 1st floor next to office. The recreation room is located on "D" and needs a key to enter. (See Manager for the key.)
No children are permitted in this room without the owner present.

6. There are (2) dumpsters and (6) recycle bins located in the garage that is located on (G) ground floor. They are well labeled for their usage.

Page 2 Continued

7. There is a bulletin board with notices periodically posted on it, located in the lobby on the 1st floor.

8. Toilet seals should be replaced on each toilet before or just after a move. We want to avoid water seepage into other units, which owner would be responsible for.

9. There is a small trash closet located on each floor in case you are unable to get to the garage dumpsters. All major trash should be taken to the dumpsters down in the garage. You will need your front door key to re-enter the building, since all entrances are locked.

10. Any workman that does work and needs to dispose of anything will have to discard it off premise, such as old rugs, cabinets, etc. We do not pay to have these items removed.

11. Please make sure that you have read the "Rules and Regulations" completely. These documents are very important for you to know.

12. Do not over soap when using your washing machine.

13. Do not put such things as onion shells, corn on the cob parts, celery, banana peels, melon rinds, orange or grapefruit skins, or small bones in the garbage disposals. This will make trouble for yourself and possibly your neighbor, of which you will be responsible.

13. Only throw toilet paper in the toilets!. Nothing else dissolves except TOILET PAPER. Anything else should be thrown in the waste paper can. This is the PLUMBERS ADVICE TO US ALL!!! The plumbing in Hummingbird Hill is unique and fragile because of the situation here. We also advise you to throw your wrapped garbage into the trash.

14. Please learn to use your intercom correctly. You should hit the "TALK" button first, then immediately press the "LISTEN" button to hear the response. Then you can hit the "DOOR RELEASE" button if you want them to enter. DO NOT BUZZ someone in if you do not know who it is. You could let someone undesirable in and we all would have to suffer. Remember, you do not live alone any more and we do not want people getting in who don't belong in, such as solicitors, etc.

15. Please make sure smoke detectors are installed in your unit. This is very important in keeping the building safe.

16. Keep the "FIRE INSTRUCTIONS" handy just in case! You never know when there might be an EMERGENCY!

17. When your air conditioner is running, please keep checking it in case it freezes up or the water discharge pipe is blocked. Ice will form on the tubes going into the furnace with a freeze-up. Just moisture is expected there. It is always good to keep an eye on your patio closet for leaks from A/C or HEATER PROBLEMS. Filters should be replaced periodically.

18. If there is anything you are confused about just ask the Manager or a Council Member.

19. Cooking odors can be offensive to some neighbors. Please use the exhaust fan above your stove AND if you have a self-cleaning oven, try to alert Manager, because of the fumes.

20. When replacing a washing machine, you must make sure it will fit properly utilizing the water faucets in the position that they are in. Moving the water faucets would cause a water shut down in the entire building which we want to avoid.

21. The condominium maintenance fee is due the first of each month. A late fee will be charged for any fee paid over 30 days.

Thank you for your cooperation in keeping Hummingbird Hill Safe, Clean and Well-maintained.

Sincerely,

Hummingbird Hill Council
& Manager

CONSUMER NOTICE

THIS IS NOT A CONTRACT

Pennsylvania Law requires real estate brokers and salespersons (licensees) to advise consumers who are seeking to sell or purchase residential or commercial real estate or tenants who are seeking to lease residential or commercial real estate where the licensee is working on behalf of the tenant of the business relationships permitted by the Real Estate Licensing and Registration Act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs unless an oral disclosure has been previously provided. If the oral disclosure was provided, this notice must be provided at the first meeting or the first time a property is shown to the consumer by the broker or salesperson.**

Before you disclose any information to a licensee, be advised that unless you select an agency relationship, the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a reasonably practicable period of time, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/landlord. Seller's agents owe the additional duties of:

- *Loyalty* to the seller/landlord by acting in the seller's/landlord's best interest.
- *Confidentiality,* except that a licensee has a duty to reveal known material defects about the property.
- Making a *continuous and good faith effort* to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as *subagents* if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant. Buyer's agents owe the additional duties of:

- *Loyalty* to the buyer/tenant by acting in the buyer's/tenant's best interest.
- *Confidentiality,* except that a licensee is required to disclose known material defects about the property.
- Making a *continuous and good faith effort* to find a property for the buyer/tenant, except while the buyer/tenant is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is *adverse or detrimental* to either party's interest in the transaction.
- Unless otherwise agreed to in writing, making a *continuous and good faith effort* to find a buyer for the property and a

property for the buyer, unless either are subject to an existing contract.
- *Confidentiality,* except that a licensee is required to disclose known material defects about the property.

Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:
- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:
- The seller/landlord will accept a price less than the asking/listing price.
- The buyer/tenant will pay a price greater than the price submitted in a written offer.
- The seller/landlord or buyer/tenant will agree to financing terms other than those offered.

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:
- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: ______________		
	Print (Consumer)	**Print (Consumer)**
	Signed (Consumer)	**Signed (Consumer)**
	Address (optional)	**Address (optional)**
	Phone Number (optional)	**Phone Number (optional)**

I certify that I have provided this document to the above consumer.

Date: ______________

Print (Licensee)

Signed (Licensee)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

PREPARED BY: Patricia A. Franco, Asst.

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